

**BEFORE THE STATE BOARD OF REGISTRATION
FOR THE HEALING ARTS**

STATE BOARD OF REGISTRATION)	
FOR THE HEALING ARTS,)	
)	
Board,)	
)	
v.)	HA01017813
)	
KULDEEP SINGH, M.D.)	
1005 North Rutherford)	
Macon, MO 63552)	
)	
Licensee.)	

SETTLEMENT AGREEMENT

Kuldeep Singh, M.D., ("Licensee") and the State Board of Registration for the Healing Arts (the "Board") enter into this Agreement for the purpose of resolving the question of whether Dr. Singh's license as a physician or surgeon will be subject to discipline. Licensee and the Board jointly stipulate and agree that a final disposition of this matter may be effectuated as described below pursuant to §621.045, RSMo Supp. 1999.

1. Licensee acknowledges that he understands the various rights and privileges afforded by law, including the right to a hearing of the charges against Licensee; the right to appear and be represented by legal counsel; the right to have all charges against Licensee proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Licensee; the right to present evidence on Licensee's own behalf; the right to a decision based upon the record by a fair and impartial administrative hearing commissioner concerning the charges pending against Licensee; and subsequently, the

right to a disciplinary hearing before the Board at which time evidence may be presented in mitigation of discipline. Having been advised of these rights provided Licensee by operation of law; Licensee knowingly and voluntarily waives each and every one of these rights and freely enters into this Agreement and agrees to abide by the terms of this document as they pertain to Licensee.

2. Licensee acknowledges that he may, at the time this Agreement is effective or within fifteen days thereafter, submit this Agreement to the Administrative Hearing Commission for determination that the facts agreed to by the parties constitute grounds for discipline of Licensee's license.

3. Licensee acknowledges that he has been informed of his right to consult legal counsel in this matter.

4. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claims, actions, causes of action, fees, costs, and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo 1994, or any claim arising under 42 U.S.C. 1983, which may be based upon, arise out of, or relate to any of the matters raised in this case or this Agreement, or from the negotiation or execution of this Agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this Agreement in that it survives in perpetuity even in the event that any court of law deems this Agreement, or any portion thereof, void or unenforceable.

5. The parties stipulate and agree that the order agreed to by the Board and Licensee in Part II herein is based only on the Agreement set out in Part I herein. Licensee understands that the Board may take disciplinary action against Licensee based on facts or conduct not specifically mentioned in this document that are either now known to the Board or may be discovered.

6. Licensee understands and agrees that the Missouri State Board of Registration for the Healing Arts will maintain this Agreement as an open record of the Board as required by Chapters 334, 610, 620, and 621, RSMo, as amended.

I.

Based upon the foregoing, Board and Licensee herein jointly stipulate to the following:

JOINT PROPOSED FINDINGS OF FACT

1. The State Board of Registration for the Healing Arts (the "Board") is an agency of the State of Missouri created and established pursuant to §334.120, for the purpose of executing and enforcing the provisions of Chapter 334, RSMo.

1. Kuldeep Singh, M.D., ("Respondent") is licensed by the Board as a physician and surgeon, license number MDR4A83, which was first issued on June 12, 1980. Respondent's certificate of registration is current, and was current and active at all times mentioned herein.

2. At all times relevant to the allegations set forth herein, Respondent was employed by or affiliated with, Samaritan Hospital, Macon, Missouri (the "Hospital").

3. Respondent terminated his contract of employment with the Hospital's

emergency room by letter dated March 29, 1999. Respondent remains a member of the Hospital's medical staff.

4. Since January 1, 1999, Dr. Singh has obtained prescription pain medications from at least three different physicians in amounts which are in the aggregate excessive.

5. On several occasions, Respondent also ordered and self-administered Toradol by injection while on duty in the Samaritan Hospital Emergency Room. Only one of these injections was recorded and charged to Respondent's office.

6. Further, Respondent has been self-medicating with Zoloft, Norflex, Soma, Ultram and Xanax, a Schedule IV controlled substance.

7. Dr. Singh suffers from severe depression and has expressed suicidal ideations to colleagues. As a result of Respondent's depressed mental state and drug use, Respondent was admitted for treatment at Rush Behavioral Health Center on August 2, 1999.

9. As part of Respondent's treatment, a multidisciplinary assessment was performed. This survey concluded that "...to a reasonable degree of medical and psychiatric certainty, Dr. Singh is not currently appropriate to practice medicine within a reasonable degree of competency, safety and skill."

10. Respondent was discharged from the Rush Behavioral Health Center on September 30, 1999.

11. After his discharge, Respondent continued to experience increasing depression and required an emergency admission to a state facility in Columbia, Missouri because of severe depression. Respondent was then readmitted to Rush Behavioral Health Center on

November 22, 1999.

12. Respondent was discharged from the Rush Behavioral Health Center on September 30, 1999. However, the discharge summary concluded that Dr. Singh was not capable of practicing medicine at this time.

JOINT PROPOSED CONCLUSIONS OF LAW

13. Cause exists for Board to take disciplinary action against Dr. Singh's license pursuant to § 334.100.2 (1), (4)(h), (5), (13), (22) and (25), RSMo Supp. 1999, which provide:

2. The board may cause a complaint to be filed with the administrative hearing commission as provided by chapter 621, RSMo, against any holder of any certificate of registration or authority, permit or license required by this chapter or any person who has failed to renew or has surrendered the person's certificate of registration or authority, permit or license for any one or any combination of the following causes:

(1) Use of any controlled substance, as defined in chapter 195, RSMo, or alcoholic beverage to an extent that such use impairs a person's ability to perform the work of any profession licensed or regulated by this chapter;

* * *

(4) Misconduct, fraud, misrepresentation, dishonesty, unethical conduct or unprofessional conduct in the performance of the functions or duties of any profession licensed or regulated by this chapter, including, but not limited to, the following:

* * *

(h) Signing a blank prescription form; or dispensing, prescribing, administering or otherwise distributing any drug, controlled substance or other treatment without sufficient examination, or for other than medically accepted therapeutic or experimental or investigative purposes duly authorized by a state or federal agency, or not in the course of professional practice, or not in good faith to relieve pain and suffering, or not to cure an ailment, physical infirmity or disease, except as authorized in section 334.104;

* * *

(5) Any conduct or practice which is or might be harmful or dangerous to the mental or physical health of a patient or the public; or incompetency, gross negligence or repeated negligence in the performance of the functions or duties of any profession licensed or regulated by this chapter. For the purposes of this subdivision, "repeated negligence" means the failure, on more than one occasion, to use that degree of skill and learning ordinarily used under the same or similar circumstances by the member of the applicant's or licensee's profession;

* * *

(13) Violation of the drug laws or rules and regulations of this state, any other state or the federal government;

* * *

(22) A pattern of personal use or consumption of any controlled substance unless it is prescribed, dispensed or administered by another physician who is authorized by law to do so;

* * *

(25) Being unable to practice as a physician and surgeon or with a specialty with reasonable skill and safety to patients by reasons of medical or osteopathic incompetency, or because of illness, drunkenness, excessive use of drugs, narcotics, chemicals, or as a result of any mental or physical condition.

* * *

14. Licensee's conduct, as established by the foregoing facts, falls within the intendment of § 334.100.2 (1), (4)(h), (5), (13), (22) and (25), RSMo Supp. 1999.

15. Cause exists for the Board to take disciplinary action against Licensee's license under § 334.100.2 (1), (4)(h), (5), (13), (22) and (25), RSMo Supp. 1999.

II.

JOINT AGREED ORDER

Based on the foregoing, the parties mutually agree and stipulate that the following shall constitute the order entered by the State Board of Registration for the Healing Arts in this matter under the authority of §621.110, RSMo 1994. This agreement will be effective immediately on the date entered and finalized by the Board.

A. Effective the date the Board enters into the Agreement:

1. The medical license, No. MDR4A83, issued to Licensee is hereby **VOLUNTARILY SURRENDERED** in lieu of disciplinary action. Licensee understands that this Agreement will be reported to the National Practitioner's Databank and the Federation of State Medical Boards as an action in lieu of discipline.

2. Within 10 days of the effective date of this Agreement, Licensee shall return all indicia of Missouri medical licensure to the Board, including but not limited to, his wall-hanging license and pocket card.

B. Licensee hereby waives and releases the Board, its members and any of its employees, agents, or attorneys, including any former Board members, employees, agents, and attorneys, of, or from, any liability, claim, actions, causes of action, fees costs and expenses, and compensation, including, but not limited to any claims for attorneys fees and expenses, including any claims pursuant to §536.087, RSMo, or any claim arising under 42 USC §1983, which may be based upon, arise out of, or relate to any of the matters raised in this agreement, of from the negotiation or execution of this agreement. The parties acknowledge that this paragraph is severable from the remaining portions of this agreement in that it survives in perpetuity even in

the event that any court of law deems this agreement or any portion thereof void or unenforceable.

C. In consideration of the foregoing, the parties consent to the termination of any further proceedings based upon the facts set forth herein.

LICENSEE

BOARD

Kuldeep Singh 2-23-01
Kuldeep Singh, M.D. Date

Tina Steinman 3/12/01
Tina Steinman Date
Executive Director

JEREMIAH W. (JAY) NIXON
Attorney General

Kevin F. Hennessey 3/9/01
Kevin F. Hennessey Date
Assistant Attorney General
Missouri Bar No. 44990

111 North Seventh Street
Suite 204
St. Louis, MO 63101

Phone: (314) 340-7544
Fax: (314) 340-7541

Attorneys for Board

EFFECTIVE THIS 12 DAY OF March, 2001.